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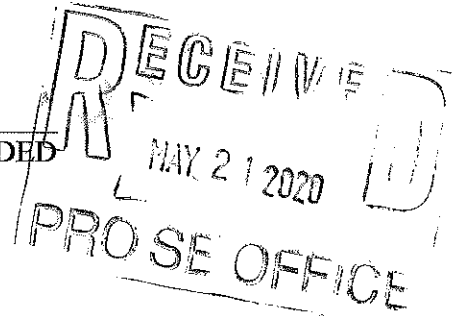
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VINCENT O. EZEIRUAKU,
Plaintiff,

v.

AMERICAN EXPRESS COMPANY,
Defendant.

Case No. _____
JURY TRIAL DEMANDED



COMPLAINT

This is a complaint against the American Express Company for as will be alleged as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C., Section 1332 (Diversity of citizenship) because Plaintiff is a citizen of New Jersey and domiciled in the City of Williamstown, New Jersey, and American Express company is a New York Corporation, domiciled in the State of New York (New York, New York.) And the amount of controversy exceeds Seventy-Five Thousand Dollars (\$75,000) in United States Currency. This Court also has jurisdiction pursuant to the Truth in Lending Act, Title 15 U.S.C., Section 1601 et seq. (Fair Credit Billing Act),

2. Venue is also proper in the Southern District of New York because the events leading up to the controversy covered in this complaint took place in the City of New York, New York.

BACKGROUND AND GENERAL ALLEGATIONS

3. Plaintiff has been a customer of American Express Company for more than 35 years.

4. On July 16, 2019, Plaintiff purchased four flight tickets for a December 2019 trip to Lagos Nigeria.

5. Each of the tickets purchased was in the amount of \$1805.65.

6. The next day after Plaintiff bought the said tickets from American Express Company, he requested a refund from those ticket purchases which he believed he received until he checked his monthly bill from American Express Company and found out that not all the tickets were refunded.

7. After the requested refund, Plaintiff proceeded and purchased tickets from Ethiopian Airlines travel agency directly, for \$1750.65 for the adult tickets, and \$1475.65 for two of the children's tickets. The purchases were made with American Express card.

8. Upon review of Plaintiff's bill relating to these tickets, Plaintiff discovered that not only did American Express Company not refund all the tickets purchased directly from them, but they charged for more than the tickets actually purchased. American Express Company charged one of Plaintiff's daughters, Chika Ezeiruaku 29 tickets with different ticket numbers for a flight to Lagos, Nigeria from Newark, New Jersey, traveling on the same date and returning on the same date.

9. In total, for bill of four tickets which would have been in the neighborhood of \$12,000, Plaintiff was billed for about \$52,374 after the initial refunds had been applied.

10. For months, beginning in or around August, 2019, Plaintiff restlessly tried to resolve this erroneous billing issue, Plaintiff was unable to get American Express to see their errors.

11. When Plaintiff continued to receive increased monthly bills despite American Express Company's claim that they corrected the billing errors, Plaintiff called American Express Company and spoke to an honest worker who admitted that American Express Company had tried to obtain a refund of the erroneously billed 29 tickets charged to one traveler, Chika

Ezeiruaku, and that the Airlines refused to effect a refund, as such, American Express Company simply replaced the erroneous bill to Plaintiff's account and then clandestinely started to apply it monthly to Plaintiff's bill.

12. Because of these errors and the consistent run-around Plaintiff was getting from American Express Company, Plaintiff went through mental and physical stress that continues to plague him to this day.

13. In April of 2020, after more than 35 years of what seemed like a cordial business relationship, Plaintiff finally severed ties with American Express to begin to curtail the stress that these errors have been wrecking on him and his business.

COUNT I- BREACH OF CONTRACT

14. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraphs 1 through 12 above as if fully set forth herein.

15. American Express company owes this Plaintiff a duty of care, to prepare a more accurate billing for all of Plaintiff's spending so that Plaintiff will not have to face an erroneous bill that would cause him problems.

16. American Express Company breached that duty of care by erroneously, without even an attempt to correct its billing errors, multiplied Plaintiff's charges twenty-nine-fold, and causing Plaintiff to suffer great damages.

COUNT II- FRAUD

17. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraphs 1 through 12 above as if fully set forth herein.

18. American Express Company Committed fraud against this Plaintiff when they represent to Plaintiff a promise of a fair dealing, yet intentionally overcharges Plaintiff on the

tickets purchased, and fraudulently pushed bills they erroneously made, unto Plaintiff to absolve their mistakes. Plaintiff suffered damages from this fraud, requiring compensation.

COUNT III- VIOLATION OF FAIR CREDIT BILLING ACT

19. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraphs 1 through 12 above as if fully set forth herein.

20. American Express Company overcharged Plaintiff in violation of the Federal fair credit billing act. And such act caused Plaintiff to suffer damages which included, stress and anxiety of having to face unnecessary debt that could destroy his credit, thus his business and livelihood.

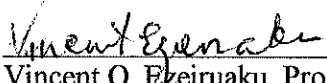
RELIEF REQUESTED

21. Plaintiff requests American Express Company to compensate him for his actual loss that stemmed from the overcharge in the amount not less than \$52,000.00, plus applicable interest.

22. Plaintiff further requests that for violation of the federal law, American Express Company pay him punitive damages in the amount of \$500,000.

23. Plaintiff further requests that a jury be empaneled for any triable facts.

Respectfully Submitted:



Vincent O. Ezeiruaku, Pro Se
Plaintiff

Dated: May 12, 2020.

Vincent Ezeiruaku
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Williamstown, NJ 08094

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SDNY

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Intake TW

~~UNITED~~ STATES DISTRICT COURT
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